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U.S. DISTRICT COURT  
DISTRICT OF R.I.

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*Attorney Pro Se for Plaintiff*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND**

*Darryl C. Carter,*

Plaintiff,

vs.

*Citizens Financial Group, Inc.,  
Citizens Bank, N.A., Does 1-25*

Defendant(s)

Case No.:

**COMPLAINT FOR DAMAGES AND  
EQUITABLE RELIEF**

1. Conversion
2. I.I.E.D.
3. Gross Negligence

28 U.S.C. § 2201

**JURY TRIAL DEMANDED**

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## PARTIES

1.

*Darryl C. Carter* is a natural person and the plaintiff in this action.

Plaintiff's current address is 690 Albany Avenue, Apt. 2K, Brooklyn, NY 11203-2155.

2.

Defendant *Citizens Financial Group, Inc.*, ("CFG"), is a Delaware corporation and the bank holding company for *Citizens Bank, N.A.* ("CB"). Defendant **CFG** has its principal/corporate address located within this judicial district at address: **One Citizens Plaza, Providence, Rhode Island 02903**. Defendant **CB** has its headquarters or main

1 office within this judicial district located at: **One Citizens Bank Way,**  
2 **Johnston, Rhode Island 02919.**

3  
4 3.

5  
6 Upon information and belief, defendant(s) DOES 1-25 is/are  
7 employees/contractors/workers of CFG/CB in the form of retail, back  
8 office and/or third party hired "Cleaning staff," who may have a  
9 political involvement via the Diversity, Equity, and Inclusion practices  
10 of the CFG/CB giving rise, in whole or part, to the claims herein.  
11 Plaintiff does not know the identity of said DOES; but rather following  
12 some discovery and before the closure of pre-trial matters, plaintiff will  
13 amend the complaint with the true and correct identity of any such  
14 individuals.  
15  
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## 22 JURISDICTION AND VENUE

23 4.

24 Plaintiff brings this action per 28 U.S.C. § 1332. Venue is  
25 appropriate per 28 U.S.C. § 1391 (b) (1).  
26  
27  
28

**FACTUAL BACKGROUND**

5.

On January 26, 2024 plaintiff did remit a letter via certificate of mailing to Defendants CFG/CB opting out of any and all arbitration related to his personal checking account. Plaintiff paid the \$2.00 fee for the certificate of mailing as issued by the United States Post Office ("USPS") James A. Farley main branch located @ 421 8<sup>th</sup> Avenue, New York, NY 10001.

6.

On or around August 5, 2024 plaintiff did send written correspondence to Defendants CFG/CB via its authorized representative by the name of 'Victor' – no last name provided. Plaintiff complained of issues with the servicing of his account which states in pertinent part: ***"As best as I can discern, your retail branch problem is rooted in your Diversity, Equity, and Inclusion practice..."***

7.

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1 Since the August 5, 2024 retail bank incident, ante, directed to  
2 the attention of 'Victor' plaintiff has experienced several issues with the  
3 availability and/or access of his personal account(s) dubbed by  
4 defendants CFG/CB as technical glitches, whereas plaintiff  
5  
6 characterized such issues as Cybercrime and/or breach of his records  
7  
8 via bank insider personnel.  
9  
10

11 8.  
12

13 On or around January 24, 2025 plaintiff submitted a complaint to  
14 the Consumer Financial Protection Bureau ("CFPB") complaining of a  
15 breach to his private account related information and the relationship  
16 to the same with the persistent pattern of "Floater" employee(s) or  
17  
18 workers, at many of its branches, giving rise to social engineered fraud  
19  
20 schemes/scams involving the defendants CFG/CB. Plaintiff called for a  
21  
22 remedy of a criminal investigation into the internal workings of  
23  
24 defendants CFG/CB by the CFPB and/or referral to the United States  
25  
26 Department of Justice.  
27  
28

9.

On February 10, 2025 @ 2:28 pm, plaintiff did make a call to defendant CB regarding the persistent pattern of inability to access his personal account via mobile, desktop, or telephone banking. During said exchange plaintiff spoke with a phone representative by the name of Oscar who could not explain why plaintiff's account was inaccessible resulting in defendants CFG/CB directly imposed restrictions on plaintiff's ability to access and control his liquid assets.

10.

**CAUSES OF ACTION  
COUNT I  
(CONVERSION)  
(DAMAGES, DECLARATORY RELIEF; INJUNCTIVE RELIEF)  
(Asserted Against Defendants CFG, CB, and DOES 1-25)**

11.

Plaintiff alleges and incorporates ¶¶ 1-9 as though fully set forth herein. Additionally, plaintiff incorporates Exhibit A attached hereto and attests to the same as authentic, true, and correct copies of said documentation.

12.

Plaintiff has voiced a number of concerns, more than a dozen, with the operations of defendants CFG/CB including horrible customer service, floating workers/employees without name badges or otherwise non-compliance with industry standards as to identifying bank employees/workers. At least two (2) of such complaints went to the top of the food chain via defendants CFG/CB executive office(s) in Providence, Rhode Island.

13.

The relationship with CFG/CB has become increasingly strained given plaintiff's complaints of Cybercrime, social engineered fraud, and/or data breaches which ultimately gave rise to plaintiff complaining to the CFPB about defendants CFG-CB behavior(s). Since on or around February 8, 2025 plaintiff has had no ability to access his *personal checking account with defendants CFG/CB and per such* account restrictions plaintiff has lost control over his assets in the account. Defendants never in any way shape or form made contact

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1 with plaintiff to explain or justify the unlawful restrictions placed on  
2 plaintiff's assets.  
3

4 14.

5  
6 Defendants CFG/CB have taken control or dominion of  
7 plaintiff's assets which it knew or should have known such  
8 action(s) were not only unlawful but would cause harm to plaintiff  
9 and did cause harm and injury to plaintiff. Plaintiff was using the  
10 CFG/CB One Deposit account feature as a means of controlling  
11 plaintiff's banking costs by waiving fees in as much as the One  
12 Deposit per month requirement was met. Now, plaintiff is forced  
13 to pay fees with the establishment of another bank in his local  
14 area with wide branch accessibility which most, if not all of such  
15 banks, with wide branch visibility come stacked with a range of  
16 fees. Thus, plaintiff is now forced to pay bank fees coupled with  
17 the loss of plaintiff's assets in his CFG/CB account to which  
18 plaintiff never consented to CFG/CB taking control over the same  
19 and therefore causing immediate harm to plaintiff's unequivocal  
20 right to control and access of his liquid assets as consistent with  
21  
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23  
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1 federal regulations of financial institutions *i.e.* banking institutions  
2 since defendant CFG/CB is not a federal [chartered] credit union.

3  
4 15.

5 Moreover, just recently on or around February 12, 2025  
6 plaintiff lost access to his mobile phone number which he had for  
7 years, now, because of CFG/CB's restrictions on plaintiff's  
8 financial assets thereby prohibiting plaintiff from paying for his  
9 mobile phone service which was due and payable on February 11,  
10 2025.

11  
12  
13  
14 16.

15 Defendants CFG/CB unlawful behavior via taking control over  
16 plaintiff's liquid assets is the direct and proximate cause of plaintiff's  
17 injuries for which he seeks compensatory and punitive damages along  
18 with equitable relief in the form of declaratory and/or injunctive relief  
19 given the irreparable harm occasioned upon plaintiff at the hands of  
20 the defendants CFG/CB.

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25 17.

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1 Plaintiff seeks compensatory damages of \$100,000, and punitive  
2 damages as will be determined by a jury at trial. Additionally plaintiff  
3 seeks an injunction both temporarily, preliminary, and permanently  
4 barring defendants CFG/CB from exercising control over plaintiff's  
5 liquid assets, both now, and forward looking.  
6

7  
8  
9 18.

10  
11 **COUNT II**  
12 **(I.I.E.D)**

13 **(DAMAGES, DECLARATORY RELIEF, INJUNCTIVE RELIEF)**  
14 **(Asserted Against Defendants CFG, CB, and DOES 1-25)**

15 19.

16 Plaintiff alleges and incorporates ¶¶ 1-9 as though fully set forth  
17 herein. Additionally, plaintiff incorporates Exhibit A attached hereto  
18 and attests to the same as authentic, true, and correct copies of said  
19 documentation.  
20  
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22  
23 20.

24 Defendants CFG/CB's conversion with respect to plaintiff's liquid  
25 assets, ante, has given rise to extraordinary and extreme emotional  
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28

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1 distress on behalf of plaintiff. In fact, plaintiff has been left all but  
2 defenseless dealing with CFG/CB as it thought it appropriate to  
3 retaliate against plaintiff for his complaints to the CFPB, which on its  
4 face is exceptionally egregious and heinous. Furthermore, such  
5  
6 egregious behavior is supported given the fact the the CFPB is mostly  
7  
8 a political agency which uses its unchecked power to harass entities  
9  
10 over which it dissents in its behaviors and secures favors for those with  
11  
12 which it favors and has collusive hand washing relationships.  
13  
14 Defendants CFG/CB's relationship with the CFPB is the latter.  
15

16 21.

17  
18 Defendants CFG/CB conversion behavior, ante, has thrown  
19  
20 plaintiff's financial situation into chaos with plaintiff having no strategy  
21  
22 as to the management of his personal finances thereby giving rise to  
23  
24 bill payment issues and credit concerns with the panic to open another  
25  
26 *banking relationship with wide availability of branches for cash*  
27  
28 deposits and withdrawals. Defendants CFG/CB's actions shock the  
conscience of the reasonable man who would never expect to have his

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1 assets taken control over via his bank thereby causing unparalleled  
2 uncertainty and financial mayhem. Clearly defendants CFG/CB believe  
3 federal regulations do not apply to them and its relationship with the  
4 kangaroo entity *i.e.* the CFPB overrides its regulatory obligations.  
5

6 Plaintiff differs.  
7

8  
9 22.

10  
11 Defendants CFPB/CB knew or should have known that its actions  
12 were not only unlawful but would likely cause financial disarray  
13 coupled with the fact that Defendants CFG/CB took these action as a  
14 way to inflict injury for plaintiff's complaints to the CFPB thereby  
15 flexing the might of its political clout with the CFPB. Defendants  
16 CFG/CB's actions are the direct and proximate cause of plaintiff's  
17 injuries for which plaintiff seeks compensatory damages in excess of  
18 \$300,000 and punitive damages as a jury may award at trial.  
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22 23.  
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24  
25 Furthermore, plaintiff seeks declaratory and/or injunctive relief  
26 declaring that defendants CFG/CB knowingly and intentionally took  
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1 control over plaintiff's assets with the intent to inflict harm as no  
2 reasonable person would expect anything other than extraordinary  
3 emotional distress to flow from said conduct. Plaintiff further seeks to  
4 enjoin (temporarily, preliminarily, and permanently) the continuance  
5 of the unprecedented unlawful behavior on behalf of CFG/CB with the  
6 exercising control and dominion over plaintiff's liquid assets coupled  
7 with said issues of reoccurring Cybercrime and social engineered fraud  
8 schemes/scams derived from defendants CFG/CB's failure(s) to  
9 manage and control its retail branches, its back office, and the flow of  
10 suspect individuals in and out of its retail branches.

17 24.

18  
19 **COUNT III**  
20 **(GROSS NEGLIGENCE)**  
21 **(DAMAGES, DECLARATORY RELIEF, INJUNCTIVE RELIEF)**  
22 **(Asserted Against Defendants CFG, CB, and DOES 1-25)**

23 25.

24 Plaintiff alleges and incorporates ¶¶ 1-9 as though fully set forth  
25 herein. Additionally, plaintiff incorporates Exhibit A attached hereto  
26  
27  
28

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1 and attests to the same as authentic, true, and correct copies of said  
2 documentation.  
3

4 26.

5  
6 Defendants CFG/CB have demonstrated a pattern and/or practice  
7 in want of even ordinary care consistent with federal regulations as it  
8 pertains to the management of its retail branches and back office staff.  
9  
10 Defendants CFG/CB's egregious negligence, in the the failure to  
11 manage its retail branches and back office staff, has manifested via  
12 several instances involving Cybercrime which CFB/CB sought to recast  
13 as "Technical glitches." For example on or around November 6, 2024  
14 plaintiff reported instances of fraudulent charges via Microsoft  
15 Corporation which lead to the closure of his debit card as requested  
16 but was followed by gross incompetence on behalf of CFG/CB in that  
17 the bank issued two (2) debit cards (on different days) as a  
18 *replacement (for the one card), neither of which arrived, via plaintiff's*  
19 residence, with the ability to be activated -- even after speaking to a  
20 CFG/CB representative on the telephone. Moreover, no representative  
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1 was able to explain why neither of the cards were not able to be  
2 activated. Plaintiff was forced to enter the branch in Brooklyn near  
3 Nostrand Ave (which location has been plagued with social engineered  
4 scams, schemes, and issues pertaining to fraud) to obtain a debit card  
5 in person. During the in person card issuance process, the onsite  
6 representative recast the previous card failure to activate  
7 incidents, ante, as "Technical glitches," albeit the in person card  
8 issuance did not have a "Technical glitch." To the contrary the  
9 "Technical glitches" were the lies of CFG/CB which were in fact  
10 Cybercrime related incidents per internal instances of fraud and/or  
11 identity theft.

12 27.

13 Defendants CFG/CB's issues with extremely negligent  
14 management of its retail branches giving rise to the CFPB complaint,  
15 *which included an attachment, illustrates how social engineered scams*  
16 and fraud were transpiring within its retail branches including  
17 "Cleaning staff" entering the branch in New York City, NY during  
18

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1 plaintiff's second to last visit in which the cleaning staff entered the  
2 office of the assistant branch manager with which plaintiff was  
3 discussing personal and private issues about his account, and this was  
4 in the middle of the work day @ or around 2:45 pm. This is highly  
5 unusual conduct as legitimate cleaning staff by banking industry  
6 standards are on contract to clean the premises after regular  
7 operating hours not during the work day disruptive to consumer  
8 banking clients and their interactions with the bank, let alone exposing  
9 opportunities to would be thieves as to the capture of private  
10 information via plaintiff's conversation with banking workers/staff. And  
11 this incident is further compounded with the fact that none of the staff  
12 at the New York City, NY location were regularly staffed at that location  
13 and without a branch manager who quit two (2) days prior *i.e.* floaters.  
14  
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23 28.

24 *As retaliation for plaintiff's complaints to the CFPB per ¶ 30,*  
25 CFG/CB took control or dominion over plaintiff's liquid assets  
26 without even the slightest care in the world as to the harm that  
27  
28



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1 would come to plaintiff or even the common courtesy to notify  
2 plaintiff of the same and even worse to persistently maintain  
3 control over plaintiff's liquid assets. No reasonable person would  
4 expect to learn by accident that his financial institutional  
5 unlawfully seized control of his liquid assets with such a high  
6 degree of negligence bordering intent. Defendants CFG/CB's  
7 extraordinary negligence is the direct and proximate cause of  
8 plaintiff's injuries and damages for which plaintiff seeks  
9 compensatory damages of \$300,000 and punitive damages as a  
10 jury may award at trial. Plaintiff further seeks declaratory and  
11 injunctive relief. With respect to declaratory relief a declaration  
12 that defendants conduct in not consistent with federal regulations  
13 and in want of even ordinary care. Plaintiff further seeks to enjoin  
14 the continued dominion and control over his accounts and to  
15 further enjoin defendants CFG/CG from entertaining weak  
16 computer and technology systems giving rise to Cybercrime; to  
17 enjoin against the gross negligence in failing to control and/or  
18 manage the caliber of individuals flowing through its retail  
19 branches which often invade the privacy of other clients and  
20 which can and do give rise to social engineered crimes such as

1 identity theft, bank account information (including debit and  
2 credit card) breaches and so forth.

3  
4 29.

5 **PRAYER**

6 **JURY TRIAL DEMANDED**

7  
8 **WHEREFORE**, Plaintiff prays for judgment against defendants and  
9 others as follows:  
10

11  
12  
13 **Regarding the first claim of relief (Conversion)**  
14

15 1) Plaintiff seeks compensatory damages of \$100,000.  
16

17 2) Plaintiff seeks a declaration that defendants CFG/CB have  
18 exercised blatant unlawful control and dominion over plaintiff's  
19 account(s) and liquid assets; that defendants CFG/CB's conversion was  
20 in want of even ordinary care and inconsistent with federal banking  
21 regulations.  
22

23 3) Plaintiff seeks punitive damages as may be awarded by a jury at  
24 trial.  
25  
26  
27  
28

Darryl C. Carter vs. Citizens Financial Group Inc., et al., Case No:

1 **4)** Plaintiff seeks to enjoin defendants CFG/CB against the unlawful  
2 dominion and control over plaintiff's account(s) and assets with  
3 CFG/CB both current and forward looking; to enjoin against the social  
4 engineered conditions giving rise to fraud, identity theft, and customer  
5 account holder data information breaches; to enjoin against the  
6 practice of weak or inadequate computer and information technology  
7 systems and services which contribute directly or indirectly to  
8 Cybercrime; to enjoin against the practice(s) of sub-standard  
9 management and control over its retail branches and back office staff  
10 while concurrently leveraging its Diversity, Equity, and Inclusion  
11 ("D.E.I") political policies which are or could be contributory towards all  
12 of the issues giving rise to the claims in this Complaint.  
13  
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21 **Regarding the second claim of relief (I.I.E.D):**  
22

23 1) Plaintiff seeks exceptional emotional distress damages of  
24 \$300,000.  
25  
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Darryl C. Carter vs. Citizens Financial Group Inc., et al., Case No:

1 2) Plaintiff seeks punitive damages as may be awarded by a jury at  
2 trial.  
3

4 3) Plaintiff seeks a declaration that defendants CFG/CB have  
5 exercised blatant unlawful control and dominion over plaintiff's  
6 account(s) and liquid assets; that defendants CFG/CB's conversion was  
7 in want of even ordinary care and conduct inconsistent with federal  
8 banking regulations.  
9  
10

11 4) Plaintiff seeks to enjoin against the unlawful dominion and  
12 control over plaintiff's account(s) and assets with defendants CFG/CB  
13 both current and forward looking; to enjoin against the social-  
14 engineered conditions giving rise to fraud, identity theft, and customer  
15 account holder data information breaches; to enjoin against the  
16 practice of weak or inadequate computer and information technology  
17 systems and services which contribute directly or indirectly to  
18 *Cybercrime; to enjoin against the practice(s) of sub-standard*  
19 management and control over its retail branches and back office staff  
20 while concurrently leveraging its Diversity, Equity, and Inclusion  
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Darryl C. Carter vs. Citizens Financial Group Inc., et al., Case No:

1 ("D.E.I") political policies which are or could be contributory towards all  
2 of the issues giving rise to the claims in this Complaint.  
3

4 **Regarding the second claim of relief (Gross Negligence):**

5  
6  
7 1) Plaintiff seeks compensatory damages of \$300,000.

8 2) Plaintiff seeks punitive damages as may be awarded by a jury at  
9  
10 trial.

11  
12 3) Plaintiff seeks a declaration that defendants CFG/CB have  
13 exercised blatant unlawful control and dominion over plaintiff's  
14 account(s) and liquid assets; that defendants CFG/CB's conversion was  
15 in want of even ordinary care and inconsistent with federal banking  
16 regulations.  
17  
18

19  
20 4) Plaintiff seeks to enjoin CFG/CB against the unlawful dominion  
21 and control over plaintiff's account(s) and assets with CFG/CB both  
22 current and forward looking; to enjoin against the social engineered  
23 conditions giving rise to fraud, identity theft, and customer account  
24 holder data information breaches; to enjoin against the practice of  
25  
26  
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28

Darryl C. Carter vs. Citizens Financial Group Inc., et al., Case No:

1 weak or inadequate computer and information technology systems  
2 and services which contribute directly or indirectly to Cybercrime; to  
3  
4 enjoin against the practice(s) of sub-standard management and  
5  
6 control over its retail branches and back office staff while concurrently  
7  
8 leveraging its Diversity, Equity, and Inclusion ("D.E.I") political policies  
9  
10 where are or could be contributory to all of the issues giving rise to the  
11 claims in this Complaint.

12 **Regarding all claims for relief:**

- 13  
14 1) An order for all defendants to pay any and all of plaintiff's costs  
15  
16 pursuant this action, including attorney fees, to the extent incurred,  
17  
18 pursuant the work expended for this action.  
19  
20 2) Equitable recovery of plaintiff's time pursuing this action.  
21  
22 3) Any further relief that the Court deems just and proper.

23  
24  
25 DATED: February 13, 2025

  
Darryl C. Carter, Plaintiff